



Between
The Adjutant General
State of Arizona
and the
Arizona Army
Chapter 61
Association of
Civilian Technicians

2001 Labor/ Management Agreement

September 2001

**LABOR MANAGEMENT AGREEMENT
BETWEEN
THE ADJUTANT GENERAL OF ARIZONA
AND
ASSOCIATION OF CIVILIAN TECHNICIANS
AZ CHAPTER # 61**

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PREAMBLE

Pursuant to authority set forth in Public Law 95-454, the following Articles constitute an agreement by and between the Adjutant General of Arizona, hereinafter referred to as the Employer, and the Association of Civilian Technicians, Inc., (ACT Arizona Army Chapter #61), hereinafter referred to as the Organization and collectively known as the Parties.

The Employer and the Organization affirm that the public purpose to which both are dedicated can be advanced best through the understanding and cooperation achieved through collective bargaining.

ARTICLE I PURPOSE OF AGREEMENT

Section 1. GENERAL PURPOSE OF AGREEMENT. It is the purpose of this agreement to:

- a. Identify the parties to the agreement and define their respective rights and obligations.
- b. Promote and improve the efficient administration of the Arizona Army National Guard and the well being of its employees within the meaning of Public Law.
- c. Provide for the highest degree of efficiency in the accomplishment of the operation of the Arizona Army National Guard.
- d. Promote employee communications and information of personnel policy and procedures, and adjustment to matters of mutual interest.

Section 2. NATIONAL GUARD'S REASON FOR EXISTENCE. The Organization and Employer agree that the enacting of Technician Act of 1968 is the primary basis for the existence of a National Guard Technician workforce. The mission is to support the National Guard as a complement to the Active Component.

ARTICLE II UNIT DESIGNATION

Section 1. CERTIFICATION. It is hereby certified that the Arizona Association of Civilian Technicians, Inc. (Army Chapter), has been designated and selected by the employees of the Arizona Army National Guard as their representative for purposes of exclusive recognition, and that pursuant to the authority of Public Law 95-454, the said organization is the exclusive representative of all the employees in such unit.

Section 2. INCLUDED UNIT MEMBERS. All federal civil service employees employed by the Arizona Army National Guard not excluded by Section 3 are considered Bargaining Unit Members regardless of their military rank or their position.

Section 3. EXCLUDED UNIT MEMBERS. All professional, managerial, supervisory employees, and employees engaged in Federal personnel work in other than a purely clerical capacity, as determined by a periodic joint review conducted by the Employer and the Organization. Other excluded employees are those with temporary appointments and members of the uniformed service (AGR). The joint review will take place at least annually or on request from either party, defining what a bargaining unit member is and who are identified as current members.

ARTICLE III CONFORMITY

Section 1. AGREEMENT NOT TO STRIKE. In compliance with Public Law 95-454, the Organization agrees not to strike in any manner against the operation of the National Guard.

Section 2. BUSINESS COURTESY. All employees will comply with the principle of common business courtesy in association with the public and other government officials.

Section 3. COMPLIANCE WITH APPROPRIATE DIRECTIVES. All employees will comply with the requirement and intent of appropriate directives by the National Guard Bureau, the Adjutant General and the Office of Personnel Management. The Adjutant General or his designated representative may authorize deviations from this article to support civic functions or for medical reasons. Nothing in this section waives the Organization's rights to bargain under the law.

ARTICLE IV RIGHTS OF THE EMPLOYER

Section 1. LAW. Management officials of the agency retain the following rights, in accordance with applicable laws and regulations:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer.
- b. To hire, assign, direct, layoff and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
- c. To assign work, to make determination with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted.
- d. With respect to filling positions, to make selection for appointments from:
 - (1) Properly ranked and certified candidates for promotion; or
 - (2) Any other appropriate source.
- e. To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. PROHIBITED NEGOTIATIONS. Nothing in this agreement shall impose upon the Employer the obligation to negotiate with the Organization, at the election of the agency, on matters with respect to the mission of the Employer, its budget, its organization and the number of employees.

Section 3. PERMISSIBLE NEGOTIATIONS. Nothing in this agreement shall preclude the parties from negotiating procedures that the Employer will observe in exercising any authority in carrying out the above rights. Nothing in this agreement precludes negotiating appropriate arrangements for employees adversely affected by the exercising of the above-mentioned Employer's rights.

Section 4. MANAGEMENT OFFICIALS. Wherever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that management retains the sole discretion to assign work and to determine who will perform the function discussed.

ARTICLE V RIGHTS OF THE ORGANIZATION

Section 1. EXCLUSIVE REPRESENTATIVE. The Organization is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering, all employees in the bargaining unit. The Organization is responsible for representing the interests of all members of the bargaining unit it represents without discrimination and without regard to Organization membership.

Section 2. REPRESENTATION - GENERAL. An exclusive representative of the local Organization shall be given the opportunity to be present at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policies or practices, or other general conditions of employment.

Section 3. REPRESENTATION DURING AN EXAMINATION. An exclusive representative of the local Organization shall be given the opportunity to be present at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests the representation.

- a. The Employer representative will advise the employee of his right to representation prior to any examination that may result in disciplinary action.

b. If in the course of an examination the employee makes a request for Organization representation, the Employer must cease the examination until the representative arrives or ends the interview.

c. The local Organization representative will be authorized to attend such meetings without charge to leave or loss of pay.

Section 4. REPRESENTATION - OTHER THAN BY THE ORGANIZATION.

A bargaining unit member is not precluded from being represented by an attorney or other representative, other than the Organization, of the employees own choosing, or exercising grievance or appellate rights established by law, rule or regulation, except in cases of negotiated grievance or appeal procedure negotiated within this agreement.

Section 5. OFFICERS AND STEWARDS. The Organization shall supply the Human Resource Office (HRO), in writing and on a current basis, a complete list of all Organization officers and all authorized stewards. No person shall be recognized as an officer or steward of the Organization unless his/her name appears on the most recent listing supplied to the Employer. The Organization will insure a copy of this list is posted on all bulletin boards established under authority of Article V, Section 11 of this agreement.

Section 6. STEWARDS AND AREA OF RESPONSIBILITY. The Organization has the right to select up to fourteen (14) stewards in addition to the Chief Steward. The area a steward is responsible for will be determined by the Organization.

A list of the steward names and areas of responsibility will be provided to the Human Resource Office (HRO) by the Organization as changes occur.

Section 7. REPRESENTATIONAL FUNCTION/TRAINING SESSIONS. The Organization will be administratively excused, not to exceed a total of seventy (70) days per calendar year, that may be collectively granted at the Organization's discretion, to employees who are officers and representatives of the Organization. The purpose of this time is to allow these employees to attend Organization- sponsored training that is of mutual concern to the Organization and Employer, and in the best interest of the government for the employee to attend. No more than five (5) days per calendar year will be used by any one employee with the exception of the Union President who is allowed six (6) days. In all cases, prior approval by HRO will be obtained in writing.

Section 8. UTILIZATION OF WORKSPACE. The Employer agrees to permit employees who are representatives the Organization to utilize their desk or filing cabinet within their work area to maintain Organization records. This will be allowed only if they have an existing desk or filing cabinet and as long as existing space is available and it does not interfere with the mission of the Employer.

Section 9. DISTRIBUTION SYSTEM. The Organization will be permitted use of the agency internal distribution system. This distribution will not include internal Organization business or literature for general distribution to members. The Employer will not be responsible for any Organization material sent through distribution.

Section 10. COPY MACHINES, TYPEWRITERS, AND WORD PROCESSORS.

The Organization will be allowed access to, and use of, copy machines, typewriters, and word processors, and current modes of communication, when available, for representational duties.

Section 11. BULLETIN BOARDS.

a. A minimum of twelve (12) square feet will be designated for bulletin boards in major work areas, where more than three (3) bargaining unit members are employed, for the display of Organization literature, correspondence, and notices. The Organization agrees that items posted will not violate any law or contain scurrilous or defamatory material. Material found to be in violation of this provision will be promptly removed. It is the responsibility of the Organization to keep bulletin boards neat and orderly. Organization officials or their designated representatives are the only authorized personnel to post or remove material on the bulletin board areas designated for Organization use.

b. Annually and upon request, representatives from the Employer and the Organization will confirm the actual location of the Organization bulletin boards. The bulletin boards will not be moved without prior notice and agreement of both parties.

Section 12. MEETING ROOMS. When the Organization desires meeting rooms for the purpose of conducting general membership meetings, the Employer will provide available space when it can be provided without any additional cost other than normal utilities, and when it will not create a need for additional security personnel. The Organization will submit all requests for the use of meeting rooms to the Employer or his designated representatives as soon as possible before the date of the meeting, to include the date, time and facilities desired.

Section 13. OFFICE SPACE.

a. The employer agrees to provide a separate office space for use of the Organization to conduct official organizational business. This office will be environmentally controlled with heating, ventilation and air conditioning (HVAC), and securable at the Organization's discretion.

b. The employer agrees to allow the Organization to erect a sign outside of the location that meets Facility Maintenance Office (FMO) standards. The Organization agrees to pay for any cost incurred to the employer for phone service.

ARTICLE VI RIGHTS OF EMPLOYEES

Section 1. GENERAL. The Employer and the Organization agree that employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, or assist that Organization or to refrain from any such activity. The freedom of employees to assist the Organization shall be recognized as extending to participation in the management of and acting for the Organization in the capacity of an Organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. This agreement does not authorize participation in the management of a labor organization or acting as a representative of such an organization by a supervisor or an employee when the participation or activity would be incompatible with law or with the official duties of the employee. The Employer shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure employees are apprised of the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced within the activity to encourage or discourage membership in the Organization.

Section 2. RIGHT TO MEET WITH SUPERVISOR. The terms of this agreement do not prevent any employee from discussing matters of personnel concern with his supervisor without using the grievance procedure.

Section 3. RIGHT TO JOIN/NOT JOIN THE ORGANIZATION. Nothing in the agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization. Voluntary, written authorization by a member will be the basis for payment of dues through payroll deductions.

ARTICLE VII NEW EMPLOYEE ORIENTATION

Section 1. PROCEDURES. The Employer will establish procedures to ensure new bargaining unit employees are counseled on all aspects of employee employment within one (1) pay period after the effective date of employment.

Section 2. ORIENTATION. An orientation guide checklist for newly appointed employees will be used to cover all items of which each new employee should be made aware.

- a. After the employee has been counseled, the employee and the counselor will sign the guide checklist form and it will be placed in the employee's personnel record.

b. One of the items in the checklist will be that the Labor Relations Officer is a point of contact, should the employee desire to know the Organization representative assigned to his/her area. The Employer will provide a copy of the Organization's contract to all new employees and a current list of union representatives.

Section 3. NOTIFICATION.

a. Notification: A letter with the names of new employees will be forwarded to the Organization within one (1) pay period after the effective date of employment. This will serve as the official notification of any new hires.

b. The supervisor may allow a reasonable amount of time for the new employee to meet with the Shop Steward. The Shop Steward will briefly explain the contents, purpose and importance of the agreement.

ARTICLE VIII OFFICIAL TIME ALLOWANCE

Section 1. TIME ALLOWANCE. The agency allows reasonable amounts of official time for Organization representatives to be away from their assigned duties to execute legally recognized activities and functions for the Organization, or as otherwise agreed to in this contract. When the agency directs individuals to an assigned Total Quality Management Team or Project Action Team, the individual is considered to be on normal duty time.

Section 2. DEFINITION OF REPRESENTATIVE. An Organization representative is a Steward or designated Organization Official.

Section 3. PROCEDURE. An Organization representative may receive complaints and grievances of employees on Employer time and property, provided no overtime is involved. An Organization representative will obtain permission from the immediate supervisor before leaving the work area, stating the purpose and destination. Permission ordinarily will be granted except when an unusually heavy workload exists or the Organization representative is needed in order to meet mission requirements. The Organization representative will contact the immediate supervisor of the employee to be visited before contacting the individual employee. The Organization representative will notify the supervisor upon returning to the work area. If the supervisor denies permission to leave the work area or to contact a representative of the Organization a reason for denial will be provided and an alternate time will be coordinated between the parties.

Section 4. OFFICIAL TIME. Official time includes but is not limited to:

(1) Organization representative(s) conferring with employees and/or supervisor on grievances.

(2) Reasonable preparatory time for appeal(s) grievances, complaints or scheduled meeting(s), and other requirements by the Employer.

(3) The chapter treasurer may be granted official time to prepare financial reports required by Federal agencies.

Section 5. OFFICIAL TIME ACCOUNTABILITY. Time accountability will be kept on the agency approved STARC AZ Form 690-2, dated 15 Jan 97 (see appendix 2). The form will be generated by the representative and presented to the supervisor for annotation on the time and attendance report at the conclusion of the official time.

ARTICLE IX TRAINING

Section 1. EMPLOYER COMMITMENT TO TRAINING. It is necessary and desirable in the public interest that education, self-improvement and self-training by employees be supplemented and extended by Employer sponsored programs. Such training of employees in the performance of official duties and the development of skills, knowledge and abilities will best qualify them for the performance of official duties. The Employer agrees that all employees who are required to be skilled in their work or trade will be provided opportunity to learn new ideas and methods related to assigned duties, as necessary, and to consider recommendations from the Organization.

Section 2. FINANCIAL AND LEAVE LOSS TO EMPLOYEES. The Employer will strive to insure that the employee will not incur a financial or leave loss when directed to attend training.

ARTICLE X EQUAL EMPLOYMENT OPPORTUNITY

Section 1. GENERAL. The Employer and the Organization agree to cooperate on providing equal employment opportunity for all employees, regardless of sex, race, religion, color, or national origin, and to insure that all personnel programs, procedures and assignments are free of discriminatory practices.

Section 2. EQUAL OPPORTUNITY. The Employer will provide opportunity for promotion and advancement for all employees, competitive and excepted, in accordance with PL 92-261.

Section 3. EEO COUNSELORS. The Employer agrees to appoint and train, in accordance with applicable regulations, the number of Equal Employment Opportunity counselors required by the National Guard Bureau.

Section 4. Technician Assistance Program (TAP). The program relates to alcoholism, drug abuse, financial difficulties and other job impairment problems. The Employer agrees to appoint and train, in accordance with applicable regulations, TAP coordinators to the extent feasible these program and services to employees and their families. Reference DEMA Dir. 25.2, dated 10 Dec 96.

ARTICLE XI HOURS OF WORK

Section 1. NORMAL WORKDAY. The normal workday shall be eight (8) hours. The normal workweek will be Monday through Friday. The basic forty (40) hour work week will normally consist of five (5) consecutive eight (8) hour workdays, except for those employees whose services are determined by the Employer to require a different tour of duty. An Alternate Work Schedule (AWS), which compresses the 80-hour pay period requirements into less than ten (10) days, is a viable alternative. Workweek requirements will be established consistent with the mission.

Section 2. NEGOTIATION OF WORK SCHEDULES. The Employer recognizes the requirement to negotiate with the Organization regarding the changing of work schedules of employees. However, the Employer retains the right to unilaterally change the work schedules of up to, but not more than, two (2) employees at any shop or activity, without I & I Bargaining. The employer will make reasonable effort to give fourteen (14) days notice of a change in the work schedule.

- a. Changes to the normal work schedule will be approved through management channels. The Employer agrees to negotiate the change of work schedules when three (3) or more bargaining unit members are affected, prior to implementing the change.
- b. Work schedules may be temporarily changed on short notice as the mission dictates.

Section 3. CORE WORK HOURS.

- a. The core hours scheduled for all bargaining unit (BU) employees are 0800-1500. Employees performing shift operations will not be affected by the core hours.
- b. Supervisors will have the flexibility to schedule the hours their employees work, so long as the core hours (0800-1500) are included in the workday and the employees work a full scheduled day. Exceptions can be negotiated between supervisors and employees on a case by case basis. The purpose of this flexibility is to let employees make arrangements for childcare, transportation, school, etc. When possible, the

employees will schedule non-work activities, (as stated above); to prevent conflicts with their normal work schedule. Supervisors may refuse to accommodate the employee when the mission requirements can not be accomplished without his/her presence. Ref. letter: I & I Bargaining of Compressed Work Schedule, dated 7 Feb 94.

ARTICLE XII ASSIGNMENT OF WORK

Section 1. OTHER DUTIES AS ASSIGNED. Employees should not be required to perform duties unrelated to their primary employment except as required by special circumstances. The Employer and the Organization agree that the cleanup of employees' immediate work area and general facility cleanup, where janitor service is not available, are appropriate as other duties as assigned. When an employee is assigned to recurring unrelated duties, an HRO Form 904-20 will be initiated to document these assignments.

The term "other duties as assigned" as part of the position description is defined to mean, reasonably related duties to the job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude management from assigning unrelated additional duties. If unrelated duties are assigned on a routine basis, the position description should be amended to include such. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation or this agreement. Supervisors should avoid insofar as possible assigning additional or incidental duties to employees, which are inappropriate to their positions and qualifications. However, an employee refusal to carry out legitimate work assignments may be cause for disciplinary action.

Section 2. DETAILS.

- a. A detail is the temporary assignment of an employee to a different position for a specified period, with the employee returning to his or her regular duties at the end of the detail.
- b. Details for over 120 days that are made to a higher grade position or to a position with known promotion potential must be made under competitive promotion procedures as set forth in the Merit Placement Plan. Competition may be held from the onset if management feels that the position will be filled permanently.
- c. Details of more than 30 calendar days will be recorded on SF 52, and a copy filed in the official personnel folder (OPF). Details for periods less than 30 calendar days, but more than one pay period, will be recorded on a SF 52 with one copy for the employee and one copy to be filed in his/her OPF, at the request of the employee.

- d. Where possible, qualified volunteers for details will be sought and used before non-volunteers are assigned.

ARTICLE XIII SAFETY/HEALTH

Section 1. EMPLOYER AND ORGANIZATION RESPONSIBILITY. The Employer will make every reasonable effort to provide and maintain safety equipment and safe working conditions. The Organization will co-operate to that end and encourage the employees to work in a safe manner, IAW government directives and regulations.

Section 2. EMPLOYEE RESPONSIBILITY. Each individual has a primary responsibility for his/her own safety and an obligation to know and observe safety rules. These practices are for the protection of each individual and his/her fellow employees, and for the conservation of valuable (often-irreplaceable) resources and equipment. Employees are responsible to appropriately utilize personal protective equipment (PPE) or be subject to disciplinary action consistent with laws and regulations and this agreement.

Section 3. STANDARD FOR SAFE PERFORMANCE OF WORK. Management agrees to take reasonable precautions to ensure employee safety prior to assigning duties that directly or indirectly threaten the health, safety and/or welfare of the employee. Management agrees to provide briefings, instructions, training, or schooling, safety precautions, devices and PPE required by the TM, SOP, and standard shop practices whenever possible.

Section 4. SAFETY COMMITTEES.

- a. Each activity/shop will meet safety committee requirements IAW appropriate safety rules and regulations.
- b. The Organization will nominate, for appointment by the Employer, employees from within the bargaining unit to serve as members of safety committees when established. At least fifty (50%) percent of the activity/shop safety committee will be made up of bargaining unit members.
- c. The names of personnel serving on local safety committees will be published and posted on appropriate bulletin boards.
- d. Bargaining unit members on safety committees should be trained for their additional duties. They will be notified as to the availability of safety schools and, when such schools become available, will be allotted space for attendance at these schools.

- e. The State Safety Council will have at least one member nominated by the Organization.

Section 5. SAFETY INSPECTIONS.

a. The Employer agrees that a bargaining unit member designated by the Organization be provided the opportunity to be present on official time as an observer during:

1. Any safety inspection or survey conducted by OSHA.
2. Any safety or building inspection conducted by a state or municipal fire marshal or building inspector.
3. Any safety inspection conducted by the State Safety Officer.

b. The supervisor of each activity agrees to notify an Organization representative of the date and time of the above safety inspections as soon as they are known. The results of safety inspections will be posted to the appropriate safety bulletin board. Copies, if requested, of safety inspections will be provided to the Organization representative.

Section 6. PERSONAL PROTECTIVE EQUIPMENT (PPE).

a. The Employer and the Organization agree to promote the use of personal protective equipment (PPE) by employees.

b. Required PPE needed for a position or task will be provided to the employee before work begins.

c. The Employer agrees to provide PPE at no cost to the employee. Unserviceable PPE will be replaced on a direct exchange basis or put on order (and annotated that this is a safety item).

d. Each shop or facility in accordance with applicable rules and regulations will maintain adequate supplies of PPE.

e. Prescription safety eyewear will be made available at no cost to the employee. The employee at his/her expense to the Employer will submit a current prescription. The employee will have an option of clear or tinted lenses. The employee will furnish current eyeglass prescriptions and new prescriptions as his/her vision changes. All issued safety glasses broken on the job will be replaced at no cost to the technician.

f. Supervisors will ensure required PPE is in compliance with local SOP, government-wide rules and OSHA regulations.

g. The following items will be issued to full-time technicians required to work outdoors in cold climate areas, which include Flagstaff, Prescott, Kingman, Showlow, Payson, and Sierra Vista.

<u>NOMENCLATURE</u>	<u>SOURCE</u>	<u>QUANTITY</u>
Gloves, Insulated Black	L/P	1 Pair
Coveralls, Dark Green Insulated	L/P	1 Pair
Boots, Insulated w/Safety Toe (In lieu of 1 Pr. Safety Toe Boots)	L/P	1 Pair
Parka, Extreme Cold Weather	L/P	1 Each
Liner, Extreme Cold Weather	L/P	1 Each
Trousers, Extreme Cold Weather	L/P	1 Each

j. The items listed below will be issued to all full-time technicians required to work outdoors in the performance of their duties, upon request from the employee.

<u>NOMENCLATURE</u>	<u>SOURCE</u>	<u>QUANTITY</u>
Parka, Wet Weather	DCSLOG	1 Each
Trousers, Wet Weather	DCSLOG	1 Each
Overshoes	DCSLOG	1 Each

k. The Employer will establish a Personal Protective Clothing and Equipment (PPC&E) file on each employee. It will contain the record of all PPC&E items issued to the employee for the performance of his/her duties. Personal Protective Clothing and Equipment hand-receipted for use in the employee's position will be recouped upon transfer or termination.

Section 7. HAZARDOUS WORK SITUATIONS. Applicable safety directives will not be violated in the performance of an employee's duties. Assigned duties that violate safety directives will be brought to the attention of the immediate supervisor at once.

a. Imminent danger is defined as any condition where there is reasonable certainty that a danger exists that can be expected to cause death or serious bodily harm immediately or before the danger can be eliminated by redress through normal hazard reporting and abatement procedures.

b. When it is determined that an imminent danger exists, employees will not be required to subject themselves to such danger. The employee may refuse to work if imminent danger exists and this refusal will not subject the technician to punitive or disciplinary action, unless the refusal can be conclusively proven to have been made under false pretenses.

c. An employee may refuse to perform a task when both of the following criteria are met:

(1) There is a reasonable belief that there exists an imminent risk of life or serious bodily harm and;

(2) There is insufficient time for the individual to have the situation resolved by any method other than refusing to perform the task.

d. The Employer recognizes that in some circumstances, the interruption of utility service such as water, electricity, and heating, ventilation, air-conditioning (HVAC), can violate OSHA and other safety regulations and place employees at increased risk of injury. The Employer agrees to abate or correct any safety violation, hazard or increased risk of injury to employees, and make every effort to provide advance notice to the Organization and employees, when such interruption is planned or foreseen. When unforeseen utility interruption occurs, the Employer will inform an Organization representative as soon as possible. Examples include but are not limited to:

(1) Not performing work on batteries when deluge shower and eye wash stations are inoperative when water service is interrupted.

(2) Providing alternative sources of heating, ventilation, and air conditioning (HVAC) when service is down.

(3) Providing alternative sources of drinking water when water service is interrupted.

(4) Limiting refueling operations when shower and fire suppression is down.

Section 8. EXTREME TEMPERATURE/WORK SITUATIONS. The Employer and the Organization mutually recognize the hazards of working in extreme temperatures, while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. The Organization acknowledges that it is the responsibility of each employee to insure the adequacy of personal clothing worn and to make full and proper use of all such protective equipment prior to working in extreme temperatures. The Employer at no cost to employees whose work assignment requires working outdoors in inclement weather will furnish Foul/cold weather gear.

a. The Employer acknowledges that there are certain extremes of temperature and weather beyond which employees are incapable of performing sustained work. Employees will not be required to work in extreme temperature situations for extended periods of time without reasonable relief away from the extreme temperature situation.

b. The employee will communicate concerns to the supervisor in order for the supervisor to determine what these periods will be. Any dispute will utilize the hazardous work situation reporting procedure in Section 7.

c. The Employer agrees to acquire additional portable coolers and heaters in order to mitigate extreme temperature conditions to which employees working outdoors may be subject. The purchase of these units will be spread out over the next three fiscal years, as funds permit. The distribution of the heaters and coolers will be as follows:

<u>Unit</u>	<u>Coolers</u>	<u>Heaters</u>
OMS 1	3	0
OMS 3	0	3
OMS 3A	2	2
OMS 4	3	2
OMS 7	2	0
OMS 8	3	3
UTES	3	3
CSMS	0	3
<hr/>		
Total	16	16

Section 9. CONTAMINATED CLOTHING. When an employee's clothing has become impregnated with fuels, and or other contaminants, which may endanger the employee or create a hazard, the employee will be required to change into fresh clothing.

Section 10. VIDEO DISPLAY TERMINALS. Video Display Terminals (VDT) have been determined to be a cause of eyestrain and other physiological problems. The Employer recognizes the importance of providing proper lighting, non-glare VDT screens, ergonomically designed VDT workstations and other reasonable measures to minimize these problems.

Section 11. HEALTH EXAMINATIONS. Upon request, the Employer agrees to provide to the Organization a list of all required health examinations, hearing tests, pulmonary studies, or evaluations required by law, regulation or policy for all bargaining unit members. Upon request, the Employer also agrees to inform the organization with test schedule status of bargaining unit members. A written copy of the test results will be provided to each member.

Section 12. INJURIES TO EMPLOYEES. Employees shall immediately report job connected injuries or illness to their supervisor. It is the responsibility of the supervisor, along with the employee, to ensure that the proper procedures are followed and that all necessary forms and notices are completed. Employees with serious injuries will be treated first, followed by the necessary paperwork. Employees will be fully advised by the Employer as to his/her rights and obligations under the Employee Federal Compensation Act.

Section 13. LIGHT DUTY.

a. Definition: Light duty is defined as medical restrictions due to non-job-related injury or illness. Assignment to light duty is considered temporary when the employee is in the recovery process from an injury or in the recuperating process from illness.

b. When an employee is released to return to work in a temporary light duty status by a medical professional, the employee will submit a completed Medical Evaluation/Light Duty request form, STARC AZ Form 690-3, dated 22 Jan 97 (see appendix 3), to the immediate supervisor for consideration of light duty assignment.

c. The employer agrees to make every reasonable effort to provide suitable temporary light duty work, which the employee is qualified to perform, under the following circumstances:

(1) Work is available.

(2) The work provided will not present undue risk of liability to the Employer or hazard to other employees.

d. The employee will provide the supervisor with an updated medical evaluation/light duty request form not later than the next scheduled medical evaluation.

Section 14. SMOKING IN THE WORKPLACE.

a. PURPOSE. The purpose of this article is to provide a smoke-free work environment, which protects all employees from the effect of second-hand smoke without creating an undue burden on those who elect to smoke.

b. ADMINISTRATION. Smoking is prohibited in any building owned, leased, or operated by the Department of Emergency & Military Affairs (DEMA). The Resource Manager and each Division Director are responsible to approve any outside designated smoking area in their respective areas in accordance with the following directives: ARS 36601.02, AR 385-5 5, AFI 40-102, AR 1-8' DODI 6015.18, DOD Dir. 1010.10, and AR 600-63. State or Federal funds will not be expended to create any new smoking areas.

(1) Outdoor smoking areas will be designated for all buildings. These outdoor areas will be:

(a) Reasonably accessible to employees and,

(b) Offer some measure of protection from the elements. Designated areas or smoke-break areas shall only be outdoors and away from common points of entrance or exit into the workplace. This includes areas of ingress and/or egress into the workplace, such as around windows, and inlets for ventilation for the workplace. Outdoor smoking areas will be established at a distance that is reasonable to prevent environmental tobacco smoke from entering the workplace. Smoking is also permitted in outdoor areas where there is not a recognized safety hazard.

(2) Smoking will not be allowed in federally owned, operated, or leased vehicles.

(3) Complaints regarding non-compliance with this article or the ineffectiveness of the measures used to establish a smoking area will be addressed through the appropriate command/supervisory channels. Grievances concerning smoking shall be made using the established procedures in this agreement.

(4) Information and training will be made available from the Employer to employees concerning smoking cessation assistance.

Section 15. PERSONAL HYGIENE. The Employer agrees to provide and maintain adequate facilities and supplies for personnel to perform personal hygiene in accordance with OSHA regulations and accepted industry practice. At a minimum, this will include hot and cold running water, hand soap, and paper towels or other means for employees to dry their

hands. Employees who perform maintenance or industrial duties will also have available to them waterless-type hand cleaner and be provided with securable lockers adequate to store PPE and uniforms required in the performance of their assigned duties.

Section 16. SANITATION AND HEALTH STANDARDS OF FACILITIES

a. In accordance with applicable health, safety and government regulations, the Employer agrees to maintain its facilities in a hygienic manner. At a minimum this includes:

1. Indoor work place temperatures will be maintained within the ranges specified by industry standards.
2. Lighting adequate to perform the work required of employees.
3. Adequate supplies of hot and cold running water, toilet paper, soap, and paper towels to perform personal hygiene required during the work day (i.e. hand washing after use of toilets and after exposure to harmful chemicals). Alternative technologies that substitute for paper towels are allowed.
4. Adequate ventilation of work, office, showers and rests rooms.
5. A supply of drinking water at the work facility or site for all personnel, adequate for the days-planned duration and activities.
6. At any building, rest room facilities to accommodate two personnel at the same time will be maintained for each sex if the number of employees of each sex at that building exceeds four (4). In addition, for every twenty (20) employees of each sex, rest room facility accommodations will increase by at least one (1).

b. With the exception of emergencies, the Employer agrees to provide advance notice to the Organization and affected employees when construction or required repairs affect or impact the minimum hygiene standards agreed to in section 1, disables required safety devices/measures or otherwise affects conditions of employment. The length of notice shall be adequate to allow for bargaining on the issue before the construction/repairs begin. When emergencies occur, the Employer agrees to notify the Organization and affected employees as soon as possible.

SECTION 17. HAZARDOUS MATERIAL AND EMERGENCY RESPONSES.

a. Incidental Spill: Defined as a chemical or a substance that is either spilled, punctured or released from its source container and the chemical release is not identified as dangerous or toxic. The amount of chemical released is no larger than one gallon and only requires minimal amount of Personal Protective Equipment (PPE) to be cleaned up.

Note: Minimal PPE is considered the following: chemical goggles and non-permeable gloves.

ARTICLE XIV LEAVE

Section 1. ANNUAL LEAVE. Annual leave will be administered in a uniform and equitable basis, in accordance with current regulations and procedures. Every reasonable effort will be made to honor the leave requests of the employees. The only basis for refusal of annual leave is mission accomplishment. Employees who are dissatisfied with the administration of their annual leave may have the matter resolved through appropriate supervisory channels, or through the grievance procedure.

The parties agree that the use of annual, compensatory, and sick leave will be administrated in one half (1/2) hour increments.

Section 2. SICK LEAVE. Employees shall earn and be granted sick leave in accordance with applicable statutes and regulations.

a. A medical certificate will not be required for absences of less than three days except when there is a reason to believe sick leave is being abused. Sick leave abuse will be defined as follows:

(1) A pattern of the employee's failure to call the assigned work site either before the normal starting work time or within the first one half-hour of work time.

(2) A pattern of frequent absences of long or short duration, clearly in excess of normal, in which the employee does not provide a medical certificate. The requirement to provide a medical certificate will last up to ninety (90) days. If the abuse is corrected, no further action will be taken and the requirement for a medical certificate will be removed.

b. Sick leave may be advanced to an employee, subject to the following:

(1) All compensatory leave will be used before advancement.

- (2) All available or accumulated sick leave will be used before advancement.
- (3) Must first use any annual leave that would otherwise be forfeited.
- (4) A medical certificate will support request for advancement of sick leave.
- (5) There is reasonable assurance that the technician will return to duty to earn and repay advance credits.

Section 3. FAMILY FRIENDLY/FAMILY MEDICAL LEAVE.

a. The Federal Employees Family Friendly Leave Act, P. L. 103-388, dated 2 December 1994, authorizes full time employees to use a portion of their sick leave to care for family members when they are ill and when a family member dies.

1. The purpose for taking such leave is to:

- (a) Provide care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment.
- (b) Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

2. Family member is defined as:

- (a) Spouse or parents thereof.
- (b) Children, including adopted children, and spouses thereof.
- (c) Parents
- (d) Brothers and sisters and spouses thereof.
- (e) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

b. An employee who is caring for a family member with a serious health condition may use not more than a total of up to 480 hours (12 weeks) of sick leave during a leave year subject to the following limitation; a full time employee may use not more than a total of 480 hours of sick leave for all family care purposes. Full time employees can use up to forty (40) hours of family friendly leave in any calendar year for purposes described in

Section 2 of this article. Employees who maintain a sick leave balance of at least eighty (80) hours may use an additional sixty-four (64) hours per year for these purposes.

c. The employee will provide administratively acceptable supporting documentation to the supervisor as soon as possible. A family friendly leave request of three (3) days or less. On a completed SF 71 is considered acceptable. For periods longer than three (3) days, or if the supervisor suspects the employee of leave abuse, other documentation may be required.

d. In addition to the leave allowed in section 4 of this article, the Federal Employees Family & Medical Leave Act, (FMLA), P. L. 103-3, dated 5 August 1993, authorizes covered full time employees to use up to twelve (12) weeks of leave without pay (LWOP) for the same purposes and, in certain circumstances, others such as adoption and foster care. This leave may be taken intermittently as allowed for in the law. If circumstances permit, the employee will submit a leave request at least thirty (30) days in advance.

Section 4. MATERNITY LEAVE. The Employer agrees that the employee and her doctor shall determine the basis for a reasonable length of maternity leave. The supervisor may require written documentation of the determination. This leave period may include a pre-delivery period, delivery, post-natal recovery period and bonding time. The employee may choose to use any combination of sick, annual, compensatory leave family friendly and family medical leave or leave without pay for maternity purposes.

Section 5. LEAVE WITHOUT PAY. Leave without pay is an approved absence without pay upon the employee's request. The Employer agrees to fairly consider the granting of leave without pay upon the request of the employee in the following situations:

- a. Job related training/school.
- b. Any program of interest to the government.
- c. Extended incapacitation.
- d. Personal/family emergencies.

Section 6. LEAVE SHARING PROGRAM. Civilian Technicians may use their annual leave as gifts to fellow employees of the Arizona National Guard. This will be accomplished in accordance with the appropriate rules and regulations.

Section 7. COMPENSATORY TIME.

- a. Compensatory time will be administered in accordance with government rules and regulations, to be given to technicians on an hour for hour basis for the

amount of time spent by them in overtime work in excess of their scheduled tour of duty.

b. Call-ins: Technicians who are required to return to work in an emergency or other unscheduled situations are authorized compensatory time. A minimum of two hours is considered standard whether or not two hours of work are required.

c. Technicians retiring or resigning will be afforded the opportunity to use accrued compensatory time prior to termination.

d. Compensatory time will be administered in the same manner as annual leave. Compensatory time must be taken within twenty-six (26) pay periods from the pay period in which it was earned. At the end of the twenty-six (26) pay periods, the compensatory time will be forfeited.

e. Time permitting, qualified volunteers for overtime work and the receipt of compensatory time will be sought and accepted before non-volunteers are assigned. Should there be more qualified volunteers than required, the basis for choosing which one will be detailed will be on the basis of seniority. Should there be fewer qualified volunteers than required, the basis for choosing which one will be detailed will be on the basis of inverse seniority.

f. Employees who are dissatisfied with the administration of their compensatory time may have the matter resolved under the grievance procedures established in this agreement.

Section 8. EXCUSED ABSENCES. Excused absence will be granted in accordance with applicable rules and regulations in a fair and equitable manner. With few exceptions, agencies determine administratively the situations in which they will excuse employees from duty without charge to leave. Some of the more common situations in which agencies usually approve excused absence are for donating blood, for closing because of extreme weather conditions, for attending meetings for the benefit of the federal service, and for voting.

Section 9. FURLOUGH.

a. It is understood that during a furlough, employees may not be paid. This means that leave cannot be used during the furlough because funds are not available to pay leave. Pay may not be retroactive after the furlough ends. The Adjutant General will identify personnel in the agency who are deemed essential for the protection of life and property against imminent threat. Essential personnel will be considered exempt from the government shut down and will continue to report to work. Due to unforeseen

circumstances, employees may be notified of this furlough orally, and a written notice will follow as soon as possible.

b. Individuals who are furloughed will be eligible for unemployment compensation if the furlough lasts longer than two weeks. They can file with the Department of Economic Security (DES) after their first week of the furlough. However this first week is considered a waiting period and they are not paid for it. They will be paid after the second week of furlough (i.e. one-week pay for the first two weeks off). However all individuals will be paid from DES in accordance with their established rules and regulations.

c. Management agrees to make a reasonable effort to inform employees by phone that the furlough is officially over and when they are expected to return to work. Employees will be allowed forty-eight (48) hours after the furlough ends to return to work without adverse actions being taken against them. Employees who do not return to work after furlough ends will be in approved leave status until they return to work, unless they have made other arrangements with their supervisor.

d. Management agrees to conduct I & I bargaining with the union on procedures for employees to make payments on any benefits that the government does not pay to insure continuing coverage of benefits.

e. It is the intent of the Employer to bring back all furloughed employees as soon as possible.

Section 10. STANDBY/ON -CALL STATUS.

a. Definition: 5 CFR \$551.431 distinguishes standby status (paid) from on-call status (non-paid) based on the extent to which an employee's freedom of movement and activity are restricted and not whether the employee is required or permitted to carry an electronic paging device or beeper.

b. Employees may be assigned to an on-call status and will be allowed to provide the Employer a phone number where they can be contacted or employees may be provided use an electronic paging device or portable telephone for the duration of the duty placing them in that status.

c. It is understood that employees in an on-call status shall not have their travel nor their personal activities restricted so long as:

1. They remain within the range of the electronic paging device.
2. They remain in a state of readiness to perform work.
3. They make arrangements such that any work, which may arise during the on-call period, can be directed by the appropriate person (s).

d. Employees who are required to respond to a call and perform work shall receive compensatory time of at least two (2) hours.

ARTICLE XV PERFORMANCE MANAGEMENT

Section 1. RESPONSIBILITIES. The Employer and the Organization recognize the importance of the Performance Management System. It is the Employer's responsibility to insure that all bargaining unit members have current and applicable performance standards so that performance appraisals can be accomplished. The current NGB TPM 430, and DEMA Dir. 25.3, dated 1 Feb 98 will be used as a guide in the development of performance standards and identification of critical elements.

Section 2. ESTABLISHMENT OF STANDARDS. Supervisor and employee participation is essential in the establishment of performance standards and critical elements. They will be an accurate reflection of the duties performed. The employee and the supervisor will jointly review performance standards annually. After review, the supervisor and employee will sign and date the performance standards review form (HRO Form 430-1). The employee may receive a copy of the signed form.

Section 3. APPRAISAL PERIOD. Employees will be given a performance appraisal on a yearly basis, IAW current rules and regulations, except as noted below. If it is foreseen that a supervisor of an employee will be replaced before the next annual appraisal for that employee comes due, the Employer agrees to make reasonable efforts to provide the employee with a "close out" appraisal from the departing supervisor, if at least 120 days have passed since the last appraisal. When a change to a performance standard occurs within 120 days of the annual due date for an appraisal, the employee will not be rated at that time, but rather the supervisor will request an extension of the appraisal period from HRO.

Section 4. OVERDUE STANDARDS/APPRAISALS. It is understood that if an employee does not have a performance standard or has not been rated, the employee may grieve this lack of action using the grievance procedure as negotiated. This grievance cannot be initiated until the performance rating or standard is considered delinquent. A performance standard is considered delinquent if it is not written within ninety (90) days of initial employment or position fill. A performance rating is considered delinquent thirty (30) calendar days after the month the rating is due. Exceptions to the above requirement must be submitted to the HRO in writing for approval.

Section 5. GRIEVANCE OF STANDARDS. If the supervisor and employee disagree on standards, the employee will be afforded an opportunity to discuss the issue with the

reviewer. The Employer recognizes that employees have the right to grieve performance standards that:

- a. Fail to accurately reflect the actual duties performed.
- b. Do not correspond to the position description.

Section 6. APPRAISAL APPEAL AND STATE IMPARTIAL REVIEW BOARD. An employee who is not satisfied with an appraisal may appeal to the State Impartial Review Board within thirty (30) calendar days of receipt of the appraisal. This board will consist of three members, which are selected from a list of at least ten (10) candidates. The employee is allowed to strike up to five (5) names from the list. Human Resources Office will select the three board members from the remaining names. The employee is entitled to an Organization representative during the appeal process and/or when appearing before the board.

Section 7. APPRAISAL COUNSELING. Employees will be counseled at least semi-annually. Any decrease in performance will be promptly discussed between the supervisor and employee to allow a reasonable period of time for improvement. The employee will be provided with copies of any documentation the supervisor generates concerning the decrease in performance.

Section 8. APPRAISALS AND LIGHT DUTY. Employees on light duty for periods less than 120 days will not be rated using their current performance standards. The short duration light duty period will not be evaluated or impact on the employees appraisal.

Section 9. CONDITIONS BEYOND EMPLOYEE'S CONTROL. In applying the performance standards, allowances shall be made for factors beyond the employee's control. Such factors may include, but are not limited to:

- a. Sick or administrative leave
- b. Additional work assignments
- c. Processing delays by others
- d. Labor/management activities

ARTICLE XVI GRIEVANCE PROCEDURES

Section 1. GRIEVANCE PROCEDURES. The Employer and the Organization agree that the negotiated procedure is the exclusive procedure available to the Organization and the employee(s) in the bargaining unit for processing of any grievance.

Section 2. GRIEVANCE DEFINITION.

a. Any complaint by any bargaining unit member concerning any matter relating to the employment of the employee.

b. Any complaint by the Organization concerning any matter relating to the employment of any bargaining unit member.

c. Any complaint by any bargaining unit member, the Organization, or Employer concerning,

(1) The effect of interpretation or a claim of breach of collective bargaining agreement or;

(2) Any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

d. Technician grievance coverage, as outlined herein, does NOT apply to:

(1) Any claimed violation to subchapter III of Chapter 73 of Title 5, United States Code (relating to prohibited political activities);

(2) Retirement, life insurance or health insurance;

(3) A suspension or removal under Title 5 U.S.C. section 7532 of this title (in the interest of National Security)

(4) Any examination, certification or appointment;

(5) Action based on classification or job degrading determination that does not result in reduction in grade or pay of any employee. Statutory classification appeals' procedures will be the resolution method used for the classification action. For GS employees, TPR 500(511.6), for WG employees TPR 532-1 are the applicable references;

(6) Individual performance appraisal appeal;

(7) An EEO complaint;

(8) Actions taken pursuant to the provisions of Public Law 90-486, section 709 (e), (1) through (6).

Section 3. GRIEVANCE REPRESENTATION. The Organization, as the exclusive representative, is ensured the right to represent itself and each and any bargaining unit member it represents, in the presentation and processing of any grievance.

Section 4. EMPLOYEES RIGHT TO GRIEVE WITHOUT REPRESENTATION. Each employee is authorized to present their grievance without representation but in so doing, an exclusive Organization representative is ensured the right to be present during the grievance proceedings, and processing. It is agreed that settling of problems should be accomplished verbally at the lowest level before becoming formal. Both the Employer and the Organization encourage this. The Organization representative may be present during such verbal meetings.

Section 5. PROCEDURE - EMPLOYEE GRIEVANCE. If a settlement cannot verbally be agreed to, the following procedure will be used:

- Step 1. The grievance will be prepared in writing, using the agreed form, STARC AZ Form 690-1, dated 15 Jan 97 (see appendix 1), not later than thirty (30) calendar days after the grievance took place or thirty (30) days after oral discussion over the grievance with the supervisor is concluded, whichever is later. The grievance will be presented to the appropriate supervisor, through HRO. The grievance and the supporting information should be discussed with the supervisor. The supervisor will provide a determination of settlement to the individual and the Organization, in writing, within ten (10) working days from the date the grievance is received by HRO.
- Step 2. If the grieved individual is still dissatisfied, the individual may appeal to the Chief of Staff, through HRO within ten (10) working days. The Chief of Staff will provide his decision, in writing, to the grieved individual and the Organization, within ten (10) working days from the date the grievance is received by HRO.
- Step 3. If the aggrieved individual is still dissatisfied, the individual may appeal to the Adjutant General, through HRO, within ten (10) working days. The Adjutant General will provide his decision in writing, to the grieved individual and the Organization, within ten (10) working days from the date the grievance is received by HRO.

Section 6. OFFICIAL TIME. A reasonable amount of official time, without charge to leave, will be afforded in accordance with the following:

- a. To the employee to discuss, informally, with his/her first line supervisor and/or Organization representative, any dissatisfaction the employee might have.
- b. To an Organization representative to discuss informally or formally with the appropriate Employer official any complaint the Organization may have concerning matters under this agreement.
- c. To the employee and the designated Organization representative for preparing and presenting the grievance.

Section 7. RIGHT TO INFORMATION. Upon written request and subject to law, rule, or regulation, Employer will supply the Organization with all investigation reports and/or documents used in the original action when denying a grievance. This is to ensure the Organization has all the necessary information for a determination to invoke or not invoke the provisions of the arbitration article.

Section 8. PROCEDURE - ORGANIZATION GRIEVANCE.

- a. Organization initiated grievances will name the Chief of Staff as the respondent. The Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation. Grievance will normally be filed within sixty (60) days after the facts leading up to the grievance become known to the Organization.
- b. The following procedures will be used for all Organization grievances:
 - Step 1: The grievance will be prepared in writing and submitted to the Chief of Staff through HRO. The event(s) leading to the grievance will be discussed with the Chief of Staff at a mutually acceptable time before the Chief of Staff provides a decision. The Chief of Staff will provide a decision, in writing, within ten (10) working days, to the Organization President or his designated representative.
 - Step 2: If the Organization is dissatisfied with the decision of the Chief of Staff, an appeal will be forwarded to the Adjutant General within ten (10) working days. The Organization will be provided a decision within ten (10) working days. If the Adjutant General does not sustain the grievance, a reason, in writing, will be forwarded to the Organization.

Section 9. EXTENSION OF TIME LIMITS. The above-mentioned time limits can be extended by mutual agreement, in writing.

Section 10. ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCESS. It is understood that the Employer and the Organization may use the alternate dispute resolution process to resolve issues and/or disputes where a negotiated solution is potentially an acceptable outcome. An ADR may be appropriate under the following circumstances:

- a. The dispute involves factual or other non-precedent issues.
- b. Traditional processes appear unlikely to successfully resolve the issue.
- c. The parties want to maintain, establish or restore a good working relationship.
- d. The importance of the issue is minor compared to the potential cost and disruption that would occur if traditional dispute resolution methods were employed.
- e. A neutral ADR mediator(s) are more likely to understand the complexities of the case than would a judge or hearing officer.

1. ADR emphasizes cooperation and identifying underlying interest as a means of dealing with conflict. ADR processes include, but are not limited to mediation, facilitation, conciliation, fact-finding, early neutral evaluation, ombudsman, non-binding arbitration, and binding arbitration.

2. The following procedures will be used for ADR:

- a. The process will be voluntary. No person shall be coerced into using the process, nor retaliated against for refusing to use ADR.
- b. All requests to use ADR will be initiated by the Labor Relations Specialist, the designated representative.
- c. An agreement to pursue ADR, and the choice of ADR process and neutral third party, if applicable, will be agreed to before the process begins. In addition, the names of the parties who will participate or attend the process will also be agreed. This agreement will be signed by the parties to the dispute, the organization and HRO representative (see d. below) before the process begins.

d. All ADR meetings will have a representative from both the Organization and the HRO in attendance. This representative will normally be the Organization President and the Labor Relations Specialist respectively. For any agreement reached in the process to be binding, all parties to the dispute, including the respective representatives for the Organization and Employer must concur with it in writing.

e. Any agreement reached will be considered to be a negotiated agreement reached in good faith by the parties in lieu of traditional methods, such as grievances.

f. Should an agreement not be reached, traditional methods, as agreed to in the current Labor/Management agreement, will be used to resolve the dispute.

ARTICLE XVII GRIEVANCE ARBITRATION

Section 1. INVOKING ARBITRATION. Arbitration will only be used to settle unresolved grievances arising under the grievance procedure in Article XVI. Only the Employer or the Organization may invoke arbitration. The decision to refer the grievance to arbitration must be submitted to the other party within fifteen (15) workdays of the date of the final decision on the grievance. The Organization has the option to invoke arbitration on behalf of an employee, but will honor a written request for termination of the proceedings by the employee(s) concerned.

Section 2. REQUESTING ARBITRATION. The party requesting the services of an arbitrator will submit a request to the Federal Mediation and Conciliation Service (FMCS) for a listing of seven available arbitrators, preferably from within the State, and concurrently serve the other party with a copy of the request and all enclosures.

Section 3. SELECTION OF AN ARBITRATOR. The parties shall meet within seven (7) workdays after receipt of the arbitrator list. If the parties cannot mutually agree upon one of the listed arbitrators, a toss of a coin will determine which party will be selected to strike a name from the list first, with each party alternately striking a name, until only one name remains. The remaining arbitrator will be contacted to hear the grievance.

Section 4. NON-PARTICIPATION BY EITHER PARTY. If for any reason either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a directed designation of an arbitrator to hear the case.

Section 5. COST OF ARBITRATION. The total cost of arbitration, to include arbitrator's fee, travel, per diem, to include recording and transcript services, and any cost's incidental thereto, shall be shared fifty-fifty (50-50) by both parties. Any expenses incurred in

providing necessary or desired witnesses shall be borne solely by the requesting party. Attorney fees may only be granted under the provisions of Title VII of the Civil Service Reform Act.

Section 6. FILING OF BRIEFS. Either party may file pre- and post-hearing briefs under the time requirements set by the arbitrator. The arbitrator's decision is binding and will be implemented as soon as practicable, but not later than twenty (20) workdays after receipt, unless exceptions to the arbitrator's decision are filed with the FLRA (and/or the decision is contrary to law, regulation of appropriate authority of Public Law 95-454). Either party may request clarification of the award. A copy of such request will be served to the other party.

Section 7. ARBITRATOR'S RENDERING OF DECISION. The arbitrator will be asked to render his/her decision as soon as possible.

Section 8. EXCEPTIONS TO ARBITRATOR'S DECISION. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority (FLRA), under regulations prescribed by the Authority.

Section 9. MATTERS APPROPRIATE FOR ARBITRATION. Only those matters, which are grievable under the grievance procedure Article XVI, of this Agreement, will be subject to arbitration.

Section 10. STIPULATION OF ISSUE. Upon selection of an arbitrator, the Employer and the Organization will meet and attempt to stipulate as to the issue to be submitted to the arbitrator. The question may be no broader in scope than the issue presented at the grievance stage. If the parties cannot agree, they will each submit to the arbitrator the issue they feel should be decided by the arbitrator at least seven (7) workdays in advance of the hearing, furnishing a copy of the submission to the other party.

Section 11. SCOPE OF ARBITRATION. The scope of arbitration will be limited to the interpretation and application of the terms and provisions of the written Agreement (and application of agency or activity regulations). The jurisdiction and authority of the arbitrator is limited and confined exclusively to the interpretation and application of the expressed provision or provisions of this Agreement; and the application of agency or activity regulations at issue between the parties. The arbitrator will have no authority to add to, subtract from, alter, amend or modify any provisions of this Agreement, or publish agency or activity policies and regulations. The interpretation placed on any agency regulation by the head of the agency or his designee will be binding on the arbitrator who may not impose his interpretation of the Office of Personnel Management or agency regulations, policies, or laws upon the parties, but will be limited to the application of such regulations, policies, or laws by the activity.

Section 12. ARBITRATION WITHOUT A HEARING. Where the parties mutually agree to arbitration without a hearing, a written stipulation of facts to the arbitrator will be used. In this case, all facts, data, documentation, positions, etc., will be jointly submitted to the arbitrator with a request for a decision, based on the facts presented, within twenty (20) workdays after selection of the arbitrator. Costs of expedited arbitration will be shared equally by the parties. The arbitrator will render his/her award within thirty (30) calendar days following receipt of the written stipulations.

ARTICLE XVIII DUES WITHHOLDING

Section 1. GENERAL. Dues withholding will be extended to the Organization throughout the period that ACT, Inc., Arizona Chapter 61 remains the official representative of the bargaining unit.

Section 2. EMPLOYEES ELIGIBLE. Employees eligible for dues withholding are those members of the Organization in good standing who are employed in the bargaining unit and whose net salary, after legally required deductions, is regularly sufficient to cover the amount of the authorized allotment.

Section 3. DEFINITION. Dues are defined as the regular periodic amount required to maintain a member in good standing with the bargaining unit, but shall not include such items as initiation fees, special assessments, fines and similar items. Deduction(s) may be made to allow for an Organization-sponsored health program.

Section 4. ORGANIZATION RESPONSIBILITIES. In application of the allotment arrangements, the Organization shall be responsible for:

- a. Providing Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues."
- b. Educating eligible employees as to the program for allotment of dues, its voluntary nature, and the availability and uses of the required form, SF 1187.
- c. Informing employees, when requested, as to the procedure in revoking allotments, emphasizing that the effective date of the revocation is the standard annual anniversary date (See Section 7) provided the allotment has been in effect at least one year.
- d. Employee will fill out SF 1187, and turn it in to an Organization representative, i.e., Steward, for forwarding to Labor Management Relations (LMR) Office.

- e. The Organization will review and certify Section A of SF 1187. The Organization will then forward the completed SF 1187 to the LMR Office. (Note: The SF 1187 may be submitted at any time.)

Section 5. EMPLOYER RESPONSIBILITIES. The Employer shall be responsible for informing employees that:

- a. Allotment deductions will take effect during the first pay period beginning after the allotment form, properly completed, signed, and certified, as been received in the payroll office.
- b. An employee may submit a Standard Form 1188, Dues Revocation, in accordance with AR 37-105, Sec 741. The form may be filed as follows:
 - (1) New member employees may submit a SF 1188 within two pay periods of the one-year anniversary of their joining the Organization.
 - (2) Thereafter, employees must submit a SF 1188 in accordance with Section 7 of this Article.

Section 6. PROCESSING OF ALLOTMENTS. Processing of allotments will be accomplished in the following manner:

- a. The Organization shall submit a memorandum with signatures of each current official authorized to certify SF 1187 to the LMR Office.
- b. The Organization will submit completed SF 1187's and other pertinent documents to the LMR Office.
- c. Allotments will take effect the first pay period beginning after receipt of the properly executed and correct SF 1187 in the payroll office.
- d. SF 1187's, and other material pertaining to allotments will be date-stamped upon receipt in the HRO and will be processed within seven (7) working days to the payroll office.
- e. The Organization will notify the LMR Office in writing, when an employee (i.e., a dues-withholding member) ceases to be an Organization member in good standing. The allotment for such an employee will be terminated with the first complete pay period after receipt of the notice in the payroll office.
- f. An allotment shall be terminated:

- (1) When the employee leaves the Bargaining Unit as a result of separation, transfer or other personnel actions. The Organization must be notified when these actions will occur. Termination in such cases will be effective as of the end of the next pay period in which the LMR Office is notified of the action.
 - (2) Upon loss of exclusive recognition by the Organization.
 - (3) When the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense.
 - (4) When the employee has been suspended or expelled from the Organization.
 - (5) When employee requests termination in accordance with the provisions of this article.
- g. When an employee is in a non-pay status for an entire pay period, no withholding will be made from future pay periods to recover the dues not withheld. In the case of an employee who is in a non-pay status for only part of such pay period and the salary is not sufficient to cover the full withholding, no deduction will be made. Under these conditions, all other legal and required deductions have priority over deductions for Organization dues.
- h. The payroll office will make the remittance for dues withheld bi-weekly.
- i. This remittance will be in a single check for the dues withheld. The check will be made payable to the National Organization. It will be accompanied by the "Union Dues Deduction Report" containing the following:
- (1) Identification of the employee's organization.
 - (2) Payroll period.
 - (3) Employer's name and/or number.
 - (4) Names of the employees and amount deducted. A second copy of the "Organization Dues Deduction Report" will be provided to the local chapter President.
- j. Adjustments to dues allotments will occur within two pay periods.
- k. Reinstatement of dues withholding will take place within the first pay period that employee returns to the bargaining unit.

Section 7. STANDARD ANNIVERSARY DATE. New members shall have the option of dues revocation on the first annual anniversary date after employee election to participate. Thereafter, the first day of September shall be the annual dues revocation date established by this agreement. SF 1188's will be received by HRO no earlier than 1 September or later than COB 15 September. Dues Revocation will not become effective until the first full pay period in October.

Section 8. PROCESS FOR SUSPENSION OF ORGANIZATION DUES. The following procedure is established to notify the union when bargaining unit members are not eligible to participate in automatic payroll deduction for dues:

- a. The Labor Relations Specialist will be notified via a notice from the personnel data system when a bargaining unit member's status changes which makes him/her ineligible for payroll deduction of dues (movement into an established non-bargaining unit position).
- b. Upon notification, the Labor Relations Specialist will send written notification of dues suspension or termination to the civilian payroll office and the Organization at the same time.
- c. If Employer determines that a current position should be removed from the bargaining unit, it must submit reasons in writing to the Labor Relations Specialist. The Labor Relations Specialist will then forward this information to the Organization for its consideration. If management and the Organization disagree on whether or not the individual and/or position should belong to the bargaining unit, a unit determination will be requested from the FLRA. However until the determination is made, dues withholding will continue.

ARTICLE XIX DISCIPLINE

Section 1. ADMINISTRATION. Administration of discipline is the responsibility of the Employer. Supervisors are obligated to act when disciplinary action is in order. The Employer agrees that disciplinary actions will be based on just cause, be consistent with laws and regulations governing such action, and be fair and equitable.

Section 2. GENERAL

- a. This article applies to matters of CONDUCT only, actions that relate to JOB PERFORMANCE will be accomplished in accordance with the agency performance management system and this Labor/Management Agreement. It is acknowledged that in some cases, disciplinary actions are necessary; however, they should always be of a constructive nature.
- b. The parties recognize that discipline may be progressive in nature, however management retains the right to make the final decision on discipline. Disciplinary action will be taken for the purpose of correcting offending employees and problem situations and maintaining discipline and morale among other employees. Where corrective action can be accomplished through closer supervision, on-the-job training, counseling, or warnings, further disciplinary actions should not be taken.
- c. In order to be effective, constructive discipline must be timely. Disciplinary action must be initiated within a reasonable period of time after the individual's supervisor knows the offense.
- d. Disciplinary action will be IAW TPR 752 and any other procedures and requirements prescribed in this article.

Section 3. INFORMAL DISCIPLINARY ACTION

- a. A counseling interview and oral admonishments are two types of informal disciplinary action.
 - 1. A counseling interview consists of an interview with the employee by the supervisor. The employee will be advised of the specific infraction or breach of conduct and exactly when it occurred. Counseling interviews may be recorded in the individual's personnel file, in pencil, and this record must be removed after one (1) year.
 - 2. An oral admonishment is a disciplinary action that notifies an employee to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the employee to understand why the admonishment is necessary. The admonishment will be annotated in pencil (date & subject) on the NGB Form 904-1 or the PDS-C automated supervisors brief. The admonishment may not be retained longer than one (1) year. A copy of the NGB Form 904-1 or DCPDS automated supervisor's brief entry will be provided the individual upon request.

b. Will be annotated in pencil (date & subject) on the automated supervisors brief or NGB Form 904-1. The admonishment may not be retained longer than one (1) year. A copy of the automated supervisors brief or NGB Form 904-1 entry will be provided the individual upon request.

Section 4. FORMAL DISCIPLINARY ACTION

a. Formal disciplinary action consists of letters of reprimand, suspensions, and reductions in grade, and removals. Even though these actions constitute formal discipline, only suspension, reduction in grade and removal actions are considered adverse actions since they affect the pay of the technician.

b. Before disciplining an employee, the supervisor will gather all available facts and discuss them with the employee, informing the employee of the reason for the discussion. After considering the employee's response, the supervisor will then advise the employee if the discussion resolved the matter. If a letter of reprimand is decided upon, the following procedure will apply.

1. Letters of reprimand will:

(a) Be signed by the appropriate supervisor and coordinated with HRO for contract and regulatory compliance.

(b) Describe the offense in sufficient detail to enable the employee to understand why the reprimand is necessary.

(c) Inform the employee that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) in the HRO office. It will normally be maintained for one (1) year, but not to exceed two (2) years.

c. A letter of reprimand may be grieved through the negotiated grievance procedure. An upheld grievance could cause the action to be withdrawn and any record of the action to be deleted.

d. Once the reference to a letter of reprimand is removed from the OPF it is to be regarded as never having occurred. Reference may not be made to the withdrawn record, and it may not be used or relied on to support any subsequent actions.

2. Adverse action is an administrative action that results in removal, suspension, or reduction in grade of any employee.

(a) Any supervisor without consulting with the Reviewing Official and obtaining approval of the HRO before issuing a proposed adverse action and original decisions will not initiate adverse actions. The following, as required by agency regulation TPR 752, will be the sequence of events for an adverse action:

(1) There must be a reason for taking adverse action; that reason is commonly referred to as a "cause" and is defined as "an offense against the Employer/employee relationship." What constitutes a "cause" is a decision that must be made on the merits of each situation. Having a "cause" is not sufficient to warrant adverse action. Employer must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the "cause" and its impact or effect upon the efficiency of the service (i.e., the employee's ability to perform his/her duties; the Employer's ability to fulfill its mission, etc.)

(2) As soon as it is determined that adverse action is necessary, the employee will be informed prior to initiating adverse action. The employee will be informed of his or her right of representation. If the employee desires such representation, no further discussion shall take place until a representative is present.

(3) Employees will be given at least a thirty (30) calendar day notice of proposed removal and fifteen (15) day notice of proposed suspension or reduction in grade, signed by the individual proposing the action. The employee or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the reviewing official.

(4) The employees will be given a Notice of Original Decision, signed by the Reviewing Official, that will state the specific action being taken. Upon receipt of the decision, the employee has twenty (20) calendar days to file for an appellant review by the Adjutant General or an Administrative Hearing conducted by the National Guard hearing examiner, but not both.

(b) Employees requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supporting documents. The appeal letter will also include whether or not the individual requested representation.

(c) If the technician requests a hearing, the HRO will submit a written request to NGB-HR for a list of examiners. In turn, the NGB-HR will provide a list of hearing examiners from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to the Adjutant General. The Adjutant General will consider the recommendation in

making the final decision. The employer will pay the hearing examiners per diem and travel expenses.

(d) An Adverse Action will be carried out and the action upheld in accordance with 32 USC 709 (e) (5) and (6). In the event of a successful appeal, back pay, if applicable, will be reimbursed in accordance with 5 USC Sec 702, Sec 5596b.

Section 5. RECORDS

a. In any disciplinary action, an employee will, upon written request, be furnished a copy of all written documents in the Employer's files which contain evidence used by the Employer to support the disciplinary action. Informal notes made by supervisors that allege infractions, lateness, and the like, cannot be used in proceedings against employees, unless timely disclosed beforehand.

b. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee may initial the entry if desired. The employee's initials acknowledge that the employee knows that an entry was made, but in no circumstance may initialing the entry be considered as an agreement with the entry or an admission of guilt.

c. In order to protect the confidentiality of the records (NGB Form 904-1 or automated supervisors brief, and to preserve the privacy of the employee, records will normally be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/employee concerned and individuals to whom the employee has given written permission.

d. An appeal of a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal could cause the action to be withdrawn and any record of the action to be deleted. Once the reference to a letter of reprimand is removed from the Official Personnel Folder (OPF) it is to be regarded as never having occurred. Reference may not be made to the withdrawn record, and it may not be used or relied on to support any subsequent actions.

ARTICLE XX EXCHANGE OF INFORMATION

Section 1. EMPLOYER INFORMATION. The Employer agrees to place the Organization on distribution for all pertinent changes to technician personnel regulations, policies, and directives of NGB and OPM except where this information is restricted by law, rule or regulation.

Section 2. ORGANIZATION INFORMATION. The Organization agrees to provide the Employer with any pertinent labor/management relations publications and directives that they receive.

Section 3. BARGAINING UNIT MEMBER INFORMATION. The Employer agrees to supply the Organization with a current list of names, place of work, and work phone numbers for all Bargaining Unit members. Such lists will be updated on an annual basis.

ARTICLE XXI MISCELLANEOUS

Section 1. RADIOS AND TELEVISION. The Employer agrees to allow the playing of radios and televisions with discretion as long as they are played in such a manner as to not disturb others or cause a disturbance. Radios will be allowed in work areas, i.e., shops, warehouses, and offices. Televisions may only be used in designated break areas during non-work times.

Section 2. BREAK ROOMS. The employer recognizes the benefits to employee morale and productivity that break rooms provide. Within funding and space constraints, the Employer agrees to make reasonable efforts to provide clean and accessible break rooms to all employees on an equitable basis.

SECTION 3. TRAVEL

a. Per Diem for travel or temporary duty as an employee shall be paid at the maximum rate in accordance with the Joint Travel Regulation, Volume II.

b. Each employee shall be given a minimum of seven (7) days notice of travel requirement, but not less than three (3) working days, except in the case of emergencies.

c. The employee will submit a travel voucher, DD Form 1351-2, to the funding program manager in all cases when travel is completed. The voucher will be submitted within five (5) workdays after completion of travel. The filing of travel vouchers and time spent obtaining per diem/travel arrangements may be accomplished on duty status. The Employer will provide information and training about filing travel vouchers to employees on an as needed basis, during normal duty hours.

d. Employee will be directed to perform official travel at rates of allowance and amounts of reimbursement consistent with the provisions of Joint Travel Regulation, Volume II.

e. Employer agrees to provide access to the government credit card program to prevent unnecessary financial hardship to employees. Employees issued a government credit card will receive training in its authorized use.

f. Travel will normally be scheduled within employees' regularly scheduled workweek. When travel is required outside the regularly scheduled workweek, the employee will be compensated in accordance with appropriate regulations.

g. An employee with a medical certificate that prohibits him/her from a specific mode of transportation will be provided an alternative mode of transportation, if feasible; or will be excused from travel.

h. The adequacy of quarters assigned to employees in a civilian TDY status shall be in strict compliance with the Joint Travel Regulation, Volume II.

i. Employer agrees to make available trained, knowledgeable assistance to employees in official travel matters. The purpose of such assistance is to insure employees are:

1. Informed as to entitlements, restrictions, rules, and documentation requirements regarding official travel.

2. Assisted in the proper completion of travel documents and vouchers.

ARTICLE XXII IMPACT AND IMPLEMENTATION BARGAINING

Section 1. DEFINITION. The performance of the mutual obligation of the representative of an the Employer and the exclusive representative of employees to meet at reasonable times to consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting such employees, and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached. However, the obligation to meet and bargain does not compel either party to agree to a proposal or to make a concession.

Section 2. SCOPE. Matters appropriate for negotiations (Impact and Implementation) between the Employer and the Organization shall include, but are not limited to personnel policy practices as they apply to working conditions. This includes matters concerning safety, employee services, methods of grievance adjustment, appeals, leave policy, merit promotion and placement, reduction in force, hours of work, and TDY policies.

Section 3. PROCEDURES .

- a. Upon notification by the Employer, the Organization agrees to meet and confer as soon as practical. The date and time will be by mutual consent and all meetings will take place during normal business hours.

- b. The parties may agree to an alternative form of I & I Bargaining, i.e. Labor Management Partnership Council, Process Action Team, Total Quality Management

Team, or any other mutually agreeable venue. However, the designated representative must agree the final product to from both the Employer and the Organization.

c. The Employer and the Organization agree to render decisions on issues not resolved at the meetings within ten (10) working days after exchange of appropriate information, unless it is mutually agreed otherwise.

d. The Employer agrees not to announce or make changes in personnel policies, practices and working conditions without prior negotiations/ consultations with the Organization.

e. The supervisor of the section concerned will consult with the shop steward designated for an area on any matter, which will affect the conditions of employment of the employees within the section prior to any notification of the employees concerned. It is understood that the steward may speak for the employees of the section, but will not make decisions on contractual intent or conduct I & I bargaining without approval from the Union president or the president's designated representative in writing.

ARTICLE XXIII REDUCTION IN FORCE

Section 1. GENERAL. The Adjutant General is responsible for implementing a reduction in force.

Section 2. RIF PROCEDURES. TPR 300-351, Public Law 95-454 and this article will govern procedures relating to a reduction in force. The Employer agrees to negotiate Impact and Implementation procedures and appropriate arrangements.

Section 3. DEFINITION, COMPETITIVE LEVELS, RETENTION REGISTER, AND GEOGRAPHICAL AREA.

a. Reduction in Force (RIF). A RIF occurs when an employee is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another employee, when lack of work or funds, reorganization, reclassification due to change of duties, or the need to make a place for a person exercising re-employment or restoration rights requires the agency to release the technician. Termination of temporary appointments or promotions and furloughs of less than thirty (30) calendar days are not considered RIF's.

b. Competitive Levels:

1. A competitive level consists of all positions within a competitive area, which is in the same grade, same service (Excepted or Competitive) and are so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program.

2. Retention Register. A list of competing employees within a competitive level, grouped by Tenure Groups I, II, and III in descending order of their retention standing.

1. Tenure Group I – Technicians under permanent appointment who is not serving on probation or trail periods.
2. Tenure Group II – Technicians serving on probation or trail periods.
3. Tenure Group III – Technicians who have been given indefinite appointments in the excepted service (temporary or “GRAD” employees).

Technician retention standing will be computed using the following:

- a. Technician service date used first.
- b. Service computation date used as a tiebreaker

***Note: The pass/fail performance appraisal program will not be used for RIF's purposes.

c. Geographical Area. The competitive area to be used for RIF's action and all future RIF action will be I & I'd by the Employer and the Organization. Every effort will be made to avoid the need for a reduction in force by considering normal attrition; organization adjustments, restricting recruitment, employee-requested downgrades, and management directed reassignments.

Section 4. HRO RESPONSIBILITIES.

a. Meet with the Organization as soon as possible to explain the need for a RIF and negotiate Impact and Implementation procedures.

b. After Impact and Implementation bargaining with the Organization, notification of the RIF will be in the form of a posted written general notice as far in advance as possible.

c. Upon posting of a general notice a hiring freeze may be initiated on all vacancies for which employees affected by the RIF may qualify (to include military qualifications).

d. The Employer will minimize displacement actions incurred by a RIF to the extent possible through reassignment. The HRO will make reasonable efforts to waive all employee qualification standards except mandatory education and military/compatibility requirements (unless waived by NGB for placement in vacant positions at the same or lower grade).

e. A separate written notice will be given to each affected employee to be RIF'd at least sixty (60) days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the employee.

f. HRO will not accept performance appraisals for employees after receiving notice from the Adjutant General of a RIF.

g. Employees RIF'd will be placed on a re-employment priority list for two years. Individuals will receive priority placement for all suitable vacancies, at the same grade or representative pays rate of their former position. Reasonable efforts will be made to notify the individuals of any position vacancies two (2) years from the notification of the RIF action.

ARTICLE XXIV CONTRACTING OUT OF WORK

Section 1. NOTIFICATION. Employer will notify local Organization officers of its intention to solicit bids for contracting out work, which could result in a reduction in force, transfer or abolition of function affecting employees in the bargaining unit. A full explanation of the reasons for such action will accompany the notice and the Organization will be given thirty (30) calendar days to respond in writing. During the thirty (30) day period, the Organization has the opportunity to provide any relevant information or data they feel will be pertinent to the contracting out proposal being considered.

Section 2. MEETINGS. Employer will meet with Organization officials to discuss ways to minimize any effects on employees if reassignment or other acts may arise from contracting out function.

Section 3. EMPLOYER RESPONSIBILITIES. Employer will take all possible actions to minimize the impact on employees. When a function is contracted out, Employer will reassign affected employees to the extent possible and by providing for maximum retention of employees. Employees will be given all assistance possible if reassignment becomes necessary due to contracting out.

Section 4. REFERENCES IF A RIF IS REQUIRED. When a contracting out action would cause the loss of a bargaining unit member position, the reduction in force procedures of

the current Labor/Management agreement and TPR 300 may be used to assist and/or retain said employee.

ARTICLE XXV DRESS CODE

Section 1. MILITARY UNIFORM. Excepted employees as supplied by Employer and in accordance with TPR 300, Office of Personnel Management rules on appearance, and 32 USC 709 (b) (4) will wear the military uniform. Care and maintenance of the supplied uniforms and boots are the responsibility of the employee. Employees not wearing the prescribed uniform properly may be subject to disciplinary action.

Section 2. SITUATIONS WHEN THE MILITARY UNIFORM IS INAPPROPRIATE.

The following situations have been determined to be inappropriate for wearing of the military uniform:

- a. Organization representatives engaged in labor agreement negotiations, formal grievances and appeals.
- b. Participation as a data collector during the conduct of Federal Wage system surveys.

Section 3. APPROPRIATE PROFESSIONAL ATTIRE FOR COMPETITIVE CIVILIAN EMPLOYEES. Employees will dress in a professional manner, appropriate for the work setting in the performance of their normal civilian duties. The following attire is considered inappropriate: halter tops, tops where the midriff is exposed, T-shirts, swim wear, cut-offs or shorts, sweat pants or other athletic apparel, shower-type sandals or tongs, and ripped, torn or frayed clothing. This also includes casual day that the Employer may have in effect.

ARTICLE XXVI WAGE BOARD REPRESENTATION

Section 1. ORGANIZATION PARTICIPATION. When the wage survey lead agency requests the Employer to participate in a wage survey, the Employer will notify the Organization who will nominate bargaining unit members for appointment to the wage survey data collection team. The number of personnel to be appointed to the data collection team will be determined by the lead agency.

ARTICLE XXVII MERIT PROMOTION AND INTERNAL PLACEMENT

Section 1. PURPOSE. To provide procedures to insure each employee receives full consideration for all position vacancies and the best-qualified applicants are selected.

Section 2. EMPLOYER MERIT PLACEMENT PLAN. The Employer Merit Placement Plan, DEMA Dir. 25-6, dated 1 Oct 98 will be used as it applies to employees covered by this contract, except as agreed to elsewhere in this article.

Section 3. POSITION ANNOUNCEMENTS. All announcements for positions will remain open for at least three (3) weeks, unless otherwise agreed by the Employer and the Organization. Each announcement will be posted by the agency to promote wide variety of applicants.

Section 4. REFERRAL OF CERTIFIED CANDIDATES. Certified Non-technicians will not initially be referred to the Selecting official (or Selecting Supervisor) if there are four (4) or more employees certified for a position announcement and the area of consideration is greater than the division level, i.e. specific function.

Section 5. INTERVIEW PANELS. Interview panels of at least three (3) members will be used to conduct interviews for all Bargaining Unit member positions. All members of the panel will be qualified (as determined by Employer) and be at least the same employee grade or higher. All panel members will individually score each candidate interviewed.

Section 6. INTERVIEW QUESTIONS. Interview questions must be appropriate and relevant as they pertain to the position description, knowledge, skills & abilities (KSA's) and vacancy announcements. Interview questions will be designed to encourage an open-ended response. Questions will contain desired responses and will not resemble test questions (true false, yes-no etc.). The interview matrix may be submitted to the HRO Staffing Specialist for review prior to conducting interviews. Interviewees discussing the interview questions with other employees prior to completion of the interview process will be subject to appropriate disciplinary action under provisions of the merit placement plan.

Section 7. GRIEVANCES OF RESTRICTED PRACTICES. Restrictive practices are defined in paragraph 6-4 of the Employer's Merit placement Plan. In addition to violations of this article, any restrictive practice that is demonstrated to have occurred is grievable and may result in the suspension of the placement action. If it is demonstrated within five (5) working days of notification to non-selected candidates, that a violation of the merit placement plan would have affected the standing of the candidates, the placement action will be temporarily suspended until HRO reviews the selection. HRO will review the placement folder in conjunction with the Organization. HRO will take appropriate if

deemed necessary. Employee grievances based solely on nonselection from a properly developed roster of qualified candidates will not be accepted.

Section 8. CHANGES IN THE MERIT PLACEMENT PLAN. The Employer agrees not to make changes in the Merit Placement Plan unless negotiated with the Organization. Nothing in this article should be considered to be a waiver of the Organization's right to bargain any change in merit promotion and internal placement proceedings.

ARTICLE XXVIII CIVIC RESPONSIBILITY

Section 1. GENERAL. The Organization will support the Employer in matters of mutual civic responsibility. The support will normally be in the form of participation in such activities as fund drives, blood donor programs, participation in civic events and fostering pride and responsibility among unit members.

Section 2. VOLUNTARY COOPERATION. The Organization agrees to cooperate with the Employer in recognized charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations so as to avoid pressure tactics, including reprisals for non-participation.

Section 3. ORGANIZATION SUPPORT FOR EMPLOYER OBLIGATIONS. The Employer and the Organization agree that the National Guard must fulfill its obligations as outlined in various Army and National Guard Bureau Regulations, as well as certain stated public relations policies which call for the furnishing of color guards, honor guards, firing squads for military funerals, and other similar activities. Officers of the Organization will encourage employees to be responsive on a voluntary basis in accepting such duties, when required, and cooperate to the maximum extent in assisting the National Guard in meeting these types of civic responsibilities.

ARTICLE XXIX CONTRACT DISTRIBUTION

Section 1. EMPLOYER RESPONSIBILITY. Employer will make prompt distribution of this Agreement and any supplements or amendments upon approval by the National Guard Bureau/DOD. Sufficient copies will be distributed to provide one (1) copy for each employee and five (5) copies for internal Organization use.

Section 2. COST SHARING. The Organization agrees to share in the cost of printing or copying requirements at a charge of twenty-five (25%) of total cost, not to exceed \$500.00.

ARTICLE XXX CONTRACT WINDOW DATES

Section 1. MOU FOR CONTRACT WINDOW DATES. Thirty (30) calendar days after NGB/DOD approves this contract, or thirty (30) calendar days after the contract goes into effect, which ever is first, the Chief Negotiators for both the Employer and the Organization will meet to sign a memorandum of agreement as to the exact calendar dates for the window to open and to close and to invoke the re-opener clause or request to negotiate the Labor/Management agreement.

ARTICLE XXXI REOPENER CLAUSE

Section 1. DEFINITION. A supplement is defined as an addition to, or a change in, the provisions of this basic Agreement. If, after this Agreement has been in effect for eighteen (18) months, either party finds through experience the necessity for further supplementing this Agreement, it shall submit in writing a notice of desire to negotiate a supplement. Such submission will include a specific proposal for the content of the supplement. Negotiations on a supplement will begin at a mutually agreeable time, but not later than thirty (30) calendar days from the date of the notice of desire to negotiate, unless the parties agree a later time to. All supplements and amendments shall become effective upon approval by the National Guard Bureau/DOD and expire on the expiration date of the original agreement. If neither party submits a notice of desire to negotiate within thirty (30) calendar days after the Agreement has been in effect for eighteen (18) months, the Re-opener Clause will expire.

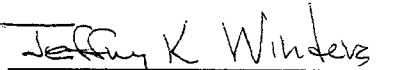
ARTICLE XXXII DURATION AND CHANGES

SECTION 1. EFFECTIVE DATE AND TERM. The effective date of this agreement shall be the date the agreement is approved by the Defense Civilian Personnel Management Service (DCPMS), or the beginning of the thirty-first (31st) day following the signing of the agreement, by the Employer and the Organization (which ever is first). Should any portion of the agreement be determined to be contrary to law or regulation by DCPMS, all other portions of the agreement becomes binding on the parties on the date such a determination is made by DCPMS. The agreement shall be in full force and effect for three (3) year period from the effective date hereof, and automatically be renewed for subsequent three (3) periods thereafter, unless either party shall give to the other party written notice of intention to re-negotiate this agreement in its entirety not more than ninety (90) days and not less than sixty (60) calendar days prior to the termination date of this agreement. Those articles in the agreement that are determined by the authority to be

non-negotiable during the life of the agreement shall be automatically renewed for another three (3) year period, such renewal shall be consistent with the statute.

IN WITNESS WHEREOF, the parties have hereto entered into this agreement on this 21st day of August 2001.

FOR THE EMPLOYER



LTC Jeffrey K. Winters
Chief Negotiator



MAJ John P. Owens
Member

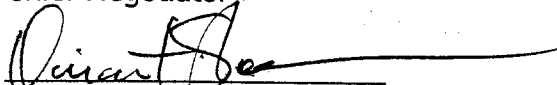


MAJ Oscar R. Alejandro
Member

FOR THE ORGANIZATION



Mr. Julio Romero
Chief Negotiator



Mr. Vince Sloan
Member

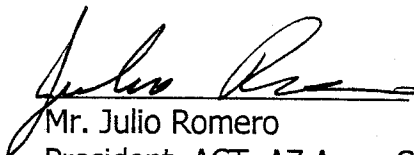


Mr. John Gower
Member

APPROVED:



David P. Rataczak, MG, AZ ARNG
The Adjutant General



Mr. Julio Romero
President, ACT, AZ Army Chapter #61

This Agreement was approved by the Department of Defense on 20 September 2001

///SIGNED///

James A. Wachter

Chief, Field Advisory Services Division

**ACT Arizona Army Chapter #61
GRIEVANCE FORM**

1. DATE	2. GRIEVANT'S NAME	3. JOB TITLE, SERIES & GRADE
4. SHOP/OFFICE		5. DUTY PHONE/FAX NUMBER (s)
6. UNION REPRESENTATION? <input type="checkbox"/> YES <input type="checkbox"/> NO	7. NAME OF UNION REPRESENTATIVE	8. REP's PHONE/FAX NUMBER (s)
9. GRIEVANT'S SUPERVISOR OR MANAGEMENT POC		10. PHONE # FOR SUPERVISOR
11. CONTRACT, REGULATION, LEGAL, OR OTHER REFERENCES		
12. DETAILS OF GRIEVANCE		
13. SPECIFIC RELIEF REQUESTED		
14. SIGNATURE OF GRIEVANT		15. SIGNATURE UNION REPRESENTATIVE
16. GRIEVANCE PROCEDURE RECEIPT RECORD STEP 1 _____ DATE _____ STEP 2 _____ DATE _____ STEP 3 _____ DATE _____		

INSTRUCTIONS FOR COMPLETING GRIEVANCE FORM

General. The grievant, and/or the union representative, should complete blocks 1 through 15. If there isn't enough room in any block, make a note in the block that there are additional pages attached. Insure that any additional pages are titled appropriately. After completion, at least two copies of the grievance should be presented to the HRO POC designated by the employer to accept grievances (normally the Labor Relations Specialist).

Block 1. Today's date.

Block 2. Enter the grievant's first name, middle initial, and last name.

Block 3. Grievant's current job title, series, and grade (if known).

Block 4. Shop or office where grievant normally works.

Block 5. Grievant's normal work phone number and FAX number.

Block 6. Check the appropriate block as to whether or not grievant request union representation.

Block 7. If block 6 is checked "YES" (union representation is requested), enter the name of the representative requested (normally this will be the steward assigned to the grievant's work area). If "NO" is checked in block 6, leave this block blank.

Block 8. The phone and FAX numbers of the union representative named in the previous block.

Block 9. Enter the name of the grievant's immediate supervisor or the management official who is most familiar with the grievance.

Block 10. The phone and FAX numbers for the management official cited in block 9, if known.

Block 11. Enter the specific section, article, or part of the Law, Rule, Regulation or Labor/Management Agreement article (union contract) that was allegedly violated by the incident, event, or action detailed in block 12.

Block 12. State in detail the incident, event or action on which this grievance is based. Include names, dates, and locations as appropriate. If there are witnesses, name them and include their phone/FAX numbers if known. Attach copies of any documentation that is relevant (keep the originals).

Block 13. Enter what relief and/or corrective action the grievant feels will resolve the matter.

Block 14 & 15 The grievant and union representative (if applicable) sign their signatures in the respective blocks.

Block 16. At each step of the grievance, two copies of the grievance will be presented to an employer designated POC in HRO (normally the Labor Relations Specialist). The designated POC will sign and date both copies acknowledging receipt. One copy will be retained by the designated POC for processing. One will be returned after signature to the grievant or the union representative.

ACT ARIZONA ARMY CHAPTER #61 OFFICIAL TIME FORM			
NAME:			DATE: / /
TIME OUT	TIME IN	TOTAL TIME	TIME ACCOUNT CODE
			<input type="checkbox"/> BA - Negotiations <input type="checkbox"/> BD - Labor Relations <input type="checkbox"/> BK - Grievances
TIME OUT	TIME IN	TOTAL TIME	TIME ACCOUNT CODE
			<input type="checkbox"/> BA - Negotiations <input type="checkbox"/> BD - Labor Relations <input type="checkbox"/> BK - Grievances
TIME OUT	TIME IN	TOTAL TIME	TIME ACCOUNT CODE
			<input type="checkbox"/> BA - Negotiations <input type="checkbox"/> BD - Labor Relations <input type="checkbox"/> BK - Grievances

STARC AZ Form 690-2 15Jan97

ACT ARIZONA ARMY CHAPTER #61 OFFICIAL TIME FORM			
NAME:			DATE: / /
TIME OUT	TIME IN	TOTAL TIME	TIME ACCOUNT CODE
			<input type="checkbox"/> BA - Negotiations <input type="checkbox"/> BD - Labor Relations <input type="checkbox"/> BK - Grievances
TIME OUT	TIME IN	TOTAL TIME	TIME ACCOUNT CODE
			<input type="checkbox"/> BA - Negotiations <input type="checkbox"/> BD - Labor Relations <input type="checkbox"/> BK - Grievances
TIME OUT	TIME IN	TOTAL TIME	TIME ACCOUNT CODE
			<input type="checkbox"/> BA - Negotiations <input type="checkbox"/> BD - Labor Relations <input type="checkbox"/> BK - Grievances

STARC AZ Form 690-2 15Jan97

APPENDIX #2

OFFICIAL TIME CARD INSTRUCTIONS

Purpose - This form is to be used by Organization representatives (normally union stewards and officers) to track and account for official time used for legally recognized labor relations activities. In accordance with the current Labor/Management Agreement, the Organization representative completes after using official time. Then it is presented to the employee's immediate supervisor for time and attendance purposes.

Time Account Codes - The following codes are used for the different labor relations activities:

BA - Negotiations.

This is time spent in Contract Negotiations, I&I bargaining, and preparation time for same.

BD - Labor Relations.

This is time spent in Labor relations training (whether agency or union sponsored), official meetings with employer representatives (except as noted in the other two categories).

BK - Grievances and appeals.

Preparing for and investigating of grievances, meeting with employees and employer representatives on grievances, preparing for and appearing at appeals and Mediation/alternative dispute resolution sessions.

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APPENDIX #3

MEDICAL INFORMATION FOR LIGHT DUTY

Proponent for use of this form is AZAA-HR.

INSTRUCTION FOR SUBMISSION OF LIGHT DUTY STATUS:

SUPERVISOR: Complete Part A. The form should then be referred to the attending physician for completion of Part B.

ATTENDING PHYSICIAN: Complete Part B. The form should be returned to the employing agency within two days following examination and/or treatment.

AGENCY: Complete Part C. The supervisor will inform the employee the type of light duty work, location, and the work schedule being offered.

PART A. SUPERVISOR - COMPLETES

1. EMPLOYEE'S NAME: _____

2. DATE OF INJURY: _____

3. OCCUPATION: _____

4. Description of regular work including physical requirements:

a. Exposure (Check applicable exposure and fill in number of hours of exposure each work day)

☐ HEAT _____ ☐ COLD _____ ☐ NOISE _____ ☐ DUST _____
☐ FUMES _____ ☐ STRESS _____ ☐ OTHER _____

b. Physical Requirements of Regular Work: Little or None Moderate Often

Sedentary - Lifting 0 -10 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Light Lifting 10 - 20 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Moderate - Lifting 20 - 50 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heavy - Lifting 50 lbs (+)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reaching or working above shoulder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walking () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standing () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sitting () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stooping () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kneeling () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Repeated Bending () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Climbing () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drive a motor vehicle () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operate heavy equipment () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks _____

APPENDIX #3

Part B. PHYSICIAN - COMPLETES

5. Is the employee able to perform his/her regular work (described in item 4)? ☐ Yes ☐ No
(If yes, indicate whether Part or Full-Time and date able to resume such work)

Return to work date: _____ ☐ Full Time ☐ Part Time Number of hours a day? _____

6. Is the employee able to perform light work? ☐ No ☐ Yes, if yes, check the work tolerance.

Physical Limitations:	Full Restriction	Partial Restriction	No Restriction
Sedentary - Lifting 0 -10 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Light Lifting 10 - 20 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Moderate - Lifting 20 - 50 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heavy - Lifting 50 lbs (+)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reaching or working above shoulder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walking () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standing () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sitting () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stooping () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kneeling () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Repeated Bending () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Climbing () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drive a motor vehicle () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operate heavy equipment () hrs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks _____

Physician's Signature: _____ Date: _____

Part C. AGENCY LIGHT DUTY OFFER

7. Medical documentation from your physician indicates that you have been released for light duty work. This agency is, therefore, offering you the following assignment effective _____.

Location: _____.

Work Schedule: Hours/Days/Week: _____.

Duties: _____

Employee's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

APPENDIX #4

GLOSSARY OF TERMS

Accouterments – Accessory items on uniforms, i.e., patches, name tapes/tags, grade/rank insignia, etc.

Agreement – See Labor Management Agreement

Appraiser – The individual most responsible for the technician's performance, for establishing performance standards, for counseling the technician on the critical and major job elements, and the appraising the technician based on pre-established mutually understood standards.

Appraisal Period – The period of time, normally one year, but not less than 120 days, for which technician's performance will be appraised.

Appropriate Unit (Appropriate Bargaining Unit, Bargaining Unit, Unit) – A group of employees which a labor union seeks to represent. The Federal Labor Relations Authority determines an appropriate unit to be one which (1) must have clear and identifiable community of interest; (2) must promote effective dealings with the Employer; and (3) ensure efficiency of the operations of the Employer.

Approving Official – An Employer official in the supervisor chain at a level higher than the reviewing official.

Arbitration – Method of settling employment disputes through recourse to an impartial third party whose decision is usually final and binding.

Collective Bargaining (Collective Negotiations, Negotiations, Negotiation of Agreement) – The performance of the mutual obligation of the Employer and the exclusive representative of the employees to meet at reasonable times, to consult and bargain in good faith effort, and to execute a written agreement with respect to terms and conditions of employment. This obligation does not compel either party to agree to proposals or make concessions.

Conditions of Employment (Working Conditions) – Means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters – relating to political activities, to classification of any position or to the extent such matters are specifically provided for by Federal statute.

Consultation – An obligation on the part of the Employer to consult the labor organization on particular issues before taking action on them. The duty involves informing the labor organization of substantive changes in conditions of employment, giving the union time to present its views and recommendations, considering those views and recommendations.

Dues Allotment (Dues Withholding) – Practice whereby the Employer, by agreement with the Union, and upon written authorization from the employee where required by law or agreement, regularly withholds Union dues from employees' wages and transmits these funds to the Union.

Employer - The Adjutant General (TAG) or his designated representative(s).

Formal Discussion – Any discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment. The Union has a right to be present at these discussions.

Grievance – Any complaint by any employee concerning any matter relating to the employment of the employee, by any labor organization concerning any matter relating to the employment of any employee, by any employee labor organization, or employer concerning the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of the law, rule, or regulation affecting conditions of employment.

Labor Management Agreement (Collective bargaining agreement, Contract, Agreement) – A written agreement between the Employer and the organization, usually for a definite term, defining conditions of employment, rights of employees and labor organizations, procedures to be followed in settling disputes or handling issues that arise during the life of the agreement.

Lunch Periods (Duty Free) – Uninterrupted lunch period, where no work of any kind may be scheduled, unless mission requirements make an early recall to work necessary.

Management Official – An individual employed by the employer in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influences the policies of the employer. Most commonly, supervisors and managers.

Negotiated Grievance Procedure – A systematic procedure agreed to by the employer/organization for the resolution of grievances. The negotiated grievance procedure is applicable only to employees in the bargaining unit.

Official Time – A Union representative shall be authorize official time for such purposes as labor management relations activities during the time the employee otherwise would be in a duty status.

Organization (Union) – Refers to Labor organization i.e., The Association of Civilian Technicians, Inc. (ACT), local chapters.

Past Practice (Established Practice) – Existing practices sanctioned by use and acceptance, that are not specifically included in the collective bargaining agreement.

Performance Standards – A description of the level of performance/achievement to achieve a fully acceptable performance of the duties and responsibilities of the position.

Qualified Applicant – An applicant for a vacant/advertised position who, using established staffing procedures, is able to meet minimum qualification of the position.

Reviewer (Performance Appraisals) – Normally the technician's second level supervisor in the (supervisory) chain of command. The appraiser will consult with the reviewer prior to discussing the rating with the technician and obtain the reviewer's concurrence and signature, and then present the rating to the technician for signature.

Supervisor – An individual having authority in the interest of the employer to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgement.

Weingarten Right – An employee being examined in an investigation (an investigatory examination or interview) is entitled to union representation if the examination is conducted by a representative of the employer and the employee reasonably believes that the examination may result in disciplinary

APPENDIX #5**CURRENT LISTING OF
TPR'S, REGULATIONS, & RESOURCES**

AZ NG Reg. 20-3	Retention & Separation for Army & Air NG	19 Jan 2000
DEMA Directive 25.1	Technician Incentive Awards Plan	1 Feb 1998 www.azng.com/hro/tpr.htm
DEMA Directive 25.2	Technician Assistance Program	10 Dec 1995 www.azng.com/hro/tpr.htm
DEMA Directive 25.3	Technician Performance Appraisal Plan	1 Feb 1998 www.azng.com/hro/tpr.htm
DEMA Directive 25.4	Alternative Dispute Resolution Program	15 May 1998 www.azng.com/hro/tpr.htm
DEMA Directive 25.5	Environmental Differential & Hazard Pay	18 May 2000 www.azng.com/hro/tpr.htm
DEMA Directive 25.6	Merit Placement Plan	1 Oct 1998 www.azng.com/hro/tpr.htm
NGR 600-25	Military Technician Compatibility	31 Mar 1995
TPR 300/302.7 (C8)	Employment in the NG Technician Program	23 Feb 1987
TPR 300/335 (C10)	Merit Placement for NG Technicians	1 Jul 1991
TPR 300/351	ReOrg, Realignments, and Reduction in Force	22 Nov 1993 www.azng.com/hro/tpr.htm
TPR 400	Training & Development	1 June 1996 www.azng.com/hro/tpr.htm
TPR 430	NG Technician Performance Appraisal System	1 Oct 1997 www.azng.com/hro/tpr.htm
TPR 451	Performance Management Awards	15 Dec 1998 www.azng.com/hro/tpr.htm
TPR 511	Classification & Workforce Management	24 May 1999 www.azng.com/hro/tpr.htm
TPR 715	Voluntary & Non-Disciplinary Action	23 Feb 1987 www.azng.com/hro/tpr.htm
TPR 752	Discipline and Adverse Action	23 Feb 1998 www.azng.com/hro/tpr.htm
Annual NGB Human Resources Manpower Voucher		HRO Office
Federal Wage Supervisors (FWS) Job Grading for Supervisors (OPM)		www.opm.gov
General Schedule (GS) Supervisory Guide (OPM)		www.opm.gov
Guide to Recruitment & Retention Tools for NG Technicians (Oct 2000)		HRO Office
A Handbook for Measuring Employee Performance: Aligning Employee Performance Plans with Organizational Goals (Mar 2000)		HRO Office
NGB Blue Book for Unit Manning		HRO Office
Position Management Handbook for Supervisors		HRO Office